DPD-5198-59 31 July 1959

Dear John:

I am returning herewith two (2) copies each of your Purchase Order Nos. 55626E, 55656E, 55511E and 55571E approved.

The approval of No. 55511# is made with the understanding that such approval is in confirmation of previous verbal approval and this Purchase Order has now been terminated.

Regards,

SIGNED

Dan

25X1A	Distribution: Orig - (CONVAIR) cc - H1-4646, T&P w/cy 1 o cc - Chrono, RI	w/cys 2&3 of Encls 1,2,3 & 4 to DFD-5194-5 f DPD-5194-59 and cy #1 of Encls 1,2,3,4.
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NO CHANGE IN CLASS.

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CLASS, CHANGED TO: TS S C

NEXT REVIEW DATE:

AUTH: HR 10-2

DATE: 4 1981 REVIEWER: 064540

Approved For Release 2002/07/23 : CIA-RDP64B00187A000700160039-4

JIM -

Copy 1 OF 3

22 July 1959

	Memo to File:
25X1A	From:
	Subject: Purchase Order No. 55656E dated 19 May 1959 To: Service Engineering, Inc., Fort Worth, Texas for three (3) Motor Scooters
25X1A	Subject purchase order was placed for three motor scooters of the same type and kind as presently being used at this plant. The need for these scooters was determined by to provide rapid transportation between the various points within the Convair compound where essential work on this program is being performed. Mr. John Parengosky approved the requirement on the basis of uncommitted plant rearrangement funds.
	The delivered price of the three scooters was \$2,780.52, which sum was paid out of these uncommitted plant rearrangement funds. This price is \$50.00 under standard unit price normally quoted for these scooters. Convair has purchased a number of these specific type, kind and make for use on other programs and has therefore, earned this commercial or fleet price.
	Convair has adopted the Doodle-Bug scooters as a standardized item so as to secure the benefits of:
_	 a. A single bank of repair parts. b. Savings gained through efficiencies developed by repair and maintenance personnel. c. Savings resulting from operator efficiency due to there being but one type of vehicle to be driven.
	It is recognized that this procurement while under \$25,000, is in excess of \$1,000 and may be considered by some as "industrial facilities" within the meaning of the subcontracts clause.
	So as to comply with the \$1,000 "Industrial Facilities" clause, if need be, and to record the use of a portion of the uncommitted plant rearrangement funds, this memo has been prepared.
25X1A	
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	(FC	ORT W	ORTH)	•	SERIE	SB	PAGE	1	ASE of	1		INGL	MOTE UMBER MUST ON ALL PAC STS, INVOICE OMMUNICAT	5	. 5 5 60 70	
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GENERAL DYNAMICS CORPORATION
CONVAIR DIVISION
(FORT WORTH)
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GENERAL DYNAMICS CORPO CONVAIR DIVISION (FORT WORTH)

ATION STATINTL Approved For Release 2002/07/23 : CIA-RDP64B00187A000700\$60039-10-0

Approved For Release 2002/07/23: CIA-RDP64B00187A000700160039-4

COPY 1 OF 3

14 July 1959

STATINTL

म	rom:	
-	L	
S	Subject:	Purchase Order No. 55626E dated 6 May 1959 To: Arcweld Sales Co., Grove City, Pa. for Rotary Furnace
2	2200° and wi	Subject purchase order was placed for one (1) Arcweld Rotary on units with Kanthal windings for maximum temperature of ith a Model #293-TCB Wheelco Capaciline Controller. The price was paid without additional funds being required.
p n	proprietary no higher th	The item was purchased from the only firm currently producing a furnace of this special nature. There are certain claimed aspects incorporated in Arcweld's design. The price paid is nan prices charged like customers for like items, it being a advertised price.
e	mployment o	This furnace is being used for high temperature tensile, bearing, ests on base metal, welded, brazed and fastened materials. The of this six position unit will, in test engineering's opinion, time by 75% and manpower by 60%.
i.	tem within	Although Convair normally charges this type of item to "Engineering es," it may be believed by some that this furnace is a "facility" the meaning of the subcontract clause and requires specific ace its value exceeds \$1,000.00.
p :	reviously a	For the above reason and so as to record the expenditure of allotted funds in this manner, this memo has been prepared.
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Next 4 Page(s) In Document Exempt

CPFF LETTER CONTRACT DESIGNATED FURCHASE ORDER NO. FW55511E

2. ORDER

An order is hereby placed with SELLER for the performance of the task set forth as Phase I in Exhibit "A" designated PF-PT-COLSW dated May 22, 1959 including 1) and 2) of Enclosure (A) to Exhibit "A" all of which is attached hereto and hereby made a part hereof.

3. AUTHORIZATION

Except as otherwise expressly provided to the contrary herein, SELLER is directed, upon acceptance of this order, to proceed immediately to procure the necessary materials to commence the performance of services called for herein and to pursue such work with all diligence to the end that the services may be performed at the earliest practicable date.

4. CLAUSES INCORPORATED BY REFERENCE

- (a) All applicable clauses (other than any termination clause and other than any clauses set forth in Armed Services Procurement Regulation Section IX) now required by Federal Law, Executive Order, and Government Procurement Regulations to be included in contracts for supplies or services of the kind herein described are hereby incorporated herein by reference, provided, however, that wherever in said clauses reference is made to "Government", it shall be construed to mean "BUYER" according to its applicability.
- (b) Reference in any of the applicable clauses referred to above to contract costs or adjustments in fixed fee, if any, and delivery schedules to the extent such are not specifically included in this letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the "SELLER", or in time of performance required by such clauses, shall be made either at the time of settlement of SELLER's terminations claims or shall be taken into account at the time of execution of the Definitive Contract contemplated herein.

5. NEGOTIATIONS

By acceptance hereof, SELLER undertakes without delay to enter into negotiations with BUYER looking to the execution of a Definitive CPFF Contract which will include all applicable clauses then required by Federal Law, Executive Order and applicable Government Procurement Regulations to be included in contracts for services of the kind herein described. The Definitive Contract will also contain a detailed delivery schedule, estimated cost, fixed fee, if any, terms and conditions agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such Definitive Contract will be placed prior to September 7, 1959, and will be a cost-plus-a-fixed fee type contract. SELLER's final cost estimate, which is to be submitted by August 14, 1959, will be the basis for negotiating the estimated cost and fixed fee applicable to the Definitive Contract.

Fort Worth, Texas Approved For Release 2002/07/23 : CIA-RDP64B00187A000700160039 Approved For Release 2002/07/23 : CIA-RDP64B00187A000700160039

STATINTL

CFFF LETTER CONTRACT DESIGNATED PURCHASE ORDER NO. FW55511E

6.	AUTHORITY	OT	OBLIGATE	FUNDS

The SEL	ER 14	s not	aut	horized	to	expend	or	obligate	in	furtherance	of	its	performance
hereunde	r, m	ore ti	nan			in the	ag	gregate.					

7. ASSIGNMENT

No assignment of this Furchase Order or any monies due or to become due hereunder shall be made without the prior written consent of BUYER.

8. SUBCONTRACTS

- (a) Without limiting the generality of paragraph 4 above, the provisions of the contract clause set forth in paragraph 7-203.8 entitled "Subcontracts" of the Armed Services Procurement Regulation in effect on the date hereof are hereby incorporated into this letter Contract by reference, with the same force and effect as through herein set forth in full and with the word "SELLER" being substituted in lieu of the word "Contractor" and further, the words " and the BUYER" being inserted in lieu of the words "Contracting Officer" in each instance of appearance.
- (b) No subcontract, regardless of amount, shall be made by the SELLER with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for or wherein any additional Government facilities are required, without the written approval of the EUYER as to source.

9. CHANGES

Buyer may at any time by written order, direct the omission of work or services covered by this purchase order and issue additional instructions or require additional work or services bereunder. Changes made in accordance with this paragraph will be reflected in the superseding Definitive Contract.

10. TERMINATION

This purchase order may be terminated in accordance with the terms set forth in Exhibit "B", hereto, entitled "TERMINATION of LETTER CONTRACT", and in no event shall the liability of BUYER to SELLER under this contract exceed the amount set forth in paragraph 6 above, plus any additional sum or sums which may be added by amendment hereto in writing.

11. PROPERTY

With reference to property, by acceptance of this order, SELLER, agrees that its rights hereunder and that its obligation to BUYER, under this Purchase Order are identical to the rights and obligations of a prime contractor under the provisions of paragraph 13-503 of the Armed Services Procurement Regulation, incorporated herein by reference, except that reference therein to adjustment of pricing and delivery schedule shall be inapplicable and, in lieu thereof, any adjustments in amounts finally payable to SELLER or time of performance required by the terms of such clause shall be made either at the time of settlement of SELLER's termination claim, if any, or taken into account at the time of execution of the Definitive Contract.

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Fort Worth, Texas Approved For Release 2002/07/23: CIA-RDP64B00187A000700160039-4
CPFF LETTER CONTRACT
DESIGNATED FURCHASE

ORDER NO. FW 55511E

12. COST REIMBURSEMENT

- (a) For purpose of determining the amounts payable to the SELIER under this letter Contract, allowable items of cost will be determined in accordance with Part 2, Section XV of the Armed Services Procurement Regulation in effect as of the date of this Letter Contract. Pending the execution of a Definitive Contract, Buyer will currently reimburse the SELIER, upon submission of vouchers in satisfactory form, for all proper expenditures hereunder to the extent of seventy percent (70%) of each voucher submitted under this letter Contract. Such vouchers shall be supported by such reasonable evidence of payment by the SELLER as may be required by the BUYER.
- (b) Without limiting the generality of the provisions of sub-paragraph (a) above, it is understood and agreed that the premium portion of overtime wage payments shall be allowable item of cost hereunder only if and to the extent that the overtime work for which such payments are made shall have been expressly authorized in writing by the BUYER.

13. NOTICE AND ASSISTANCE, FILING OF PATENT APPLICATIONS, AUTHORIZATION AND CONSENT, AND REPORTING OF FOYALTIES

By acceptance of this order, SELLER agrees that SELLER's rights hereunder and that SELLER's obligations to BUYER under this letter Contract are identical to the rights and obligations of a prime contractor under the provisions of paragraphs 9-102.2, 9-104, and 9-106 of the Armed Services Procurement Regulation. The aforementioned paragraphs of the Armed Services Procurement Regulation are hereby incorporated herein by reference.

14. COPYRIGHTS AND PATENT RIGHTS

By acceptance of this order and pending negotiation of the Definitive Contract, SELLER agrees that SELLER's obligations to BUYER under this letter Contract with regard to patent rights and copyrights are identical to the obligations of a prime contractor to the Government under the provisions of paragraphs 9-203.1 and 9-203.2 of the Armed Services Procurement Regulation, revision of 17 March 1958, and paragraph 9-107.1 of the said Regulation.

15. EXECUTION

SELLER's acceptance of this order will be indicated by affixing its signature to one (1) copy hereof and returning the executed copy to the BUYER. Such acceptance will constitute this order a contract as of the date first written above on the terms set forth herein.

CONVAIR, A Division of General Dynamics Corp.

Fort Worth, Texas
Approved For Release 2002/07/23: CIA-RDP64B00187A000700160039-45 of 5

CPFF LETTER CONTRACT DESIGNATED PURCHASE ORDER NO. FW55511E

In witness thereof, the parties hereto have executed this Letter Contract designated Purchase Order No. FW55511E as of the day and year first above written.

	GENERAL DYNAMICS CORPORATION	
STATINTL	Manager of Material CONVAIR (Fort Worth) Fort Wor	th, Texas
STATINTL	ACKNOWLEDGED BY:	7
	By:	, ,
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GENERAL DYNAMICS CORPORATION
CONVAIR DIVISION
(FORT WORTH) App

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APPROVED BY_

CONVAIR, A Approved For Release 2002/07/23 CIA-RDP64B00187A000700160039-4

Fort Worth, Texas

Fixed Price Price Redeterminable Letter Contract FW5557LE

2. Authorization

Except as otherwise expressly provided to the contrary herein the Seller is directed upon its acceptance of this order to proceed immediately to provide the services and information set forth in paragraph (A) of Exhibit "A" attached hereto and hereby made a part hereof, and to pursue such work with the diligence to the end that the services may be performed at the earliest practicable date.

3. Clauses incorporated by reference

Incorporated herein by this reference are the printed terms and conditions on the reverse side of the title page of this Purchase Order except the Article entitled "Changes" and the Article entitled "Terminations" which two clauses are hereby specifically deleted and in lieu therefor are substituted the clauses entitled "Changes" and "Terminations" included below.

4. Negotiations

By the Sellers acceptance hereof, it undertakes to enter into negotiations with Buyer looking to the execution of a definitive fixed price-price redeterminable type contract, which will include all applicable clauses then required by Federal Law, Executive Order and applicable Government Procurement Regulations to be included in contracts for supplies or services of the kind herein described. The definitive contract will also contain detailed delivery schedule and prices, terms and conditions as agreed by the parties which may or may not be at variance with the provisions of this purchase order. It is expected that such definitive contract will be executed prior to 15 July 1959 and will be a fixed price-price redeterminable type contract. In this connection, Seller shall submit a formal proposal for a definitive contract by 30 June 1959. Such proposal shall include Sellers firm cost estimate supported by a breakdown of cost for the negotiation of the target price to be established for the superseding definitive contract.

5. Authority to obligate funds

STATINTL	The Seller is not authorized to	atenition on breeze	in furtherence of its
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. (performance hereunder, more than	in the	aggregate.

6. Subcontracts

No subcontract shall be made by the Seller with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work, herein contracted for, without the written approval of the Buyer as to source. Approved For Release 2002/07/23: CIA-RDP64B00187A000700160039-4
CONVAIR, A Division of General Dynamics Corp.
Fined
Fort Worth, Texas

Price Redei

Fixed Price Price Redeterminable Letter Contract IW 55571E

7. Changes

Buyer may, at any time by written order, direct the omission of work or services covered by this purchase order and issue additional instructions or require additional work or services hereunder. Changes made in accordance with this paragraph will be reflected in the superseding definitive contract.

8. Termination

This purchase order may be terminated in accordance with the terms set forth in Exhibit "B" attached hereto, entitled "Termination Clause for Letter Contracts", and in no event shall the liability of Buyer to Seller under this purchase order exceed the amount set forth in paragraph 5 above, plus any additional sum or sums which may be added by amendment hereto in writing.

9. Approval of Data

Review of, or approval of designs, drawings, programs, or other data by the Buyer in no way relieves Seller of design responsibilities.

10. Execution

Sellers acceptance of this order will be indicated by affixing its signature to two (2) copies thereof and returning one (1) of the executed copies to the Buyer. The remaining copy to be retained by the Seller for its file.

In witness whereof the parties hereto have executed this Letter Contract designated as Purchase Order: Number as of the day and year here above written.

GENERAL DYNAMICS CORPORATION

	By:
STATINTL ·	CONVAIR(Fort Worth)Fort Worth, Texas
	ACKNOWLEDGED BY: MINNEAPOLIS HONEYWELL REGULATOR COMPANY
	By:
	Title:
	Date:
	Δगणसङ्क •

STATEMENT OF WORK

In accordance with the provisions of this Purchase Order and as set forth hereafter, the Seller shall:

- (A) Conduct studies, bench test, design, develop and manufacture an Automatic Flight Control System to meet performance specifications furnished by Buyer. The System is to utilize to the fullest extent practicable existing engineering and hardware components available to the Seller. In performance thereof the Seller shall:
 - (1) Provide the necessary engineering services at Buyer's plant to insure establishment by not later than June 1, 1959, of a mutually agreed to firm System and Component specifications.
 - (2) Provide to Buyer by not later than June 1, 1959:
 - (a) Reliability goals (to be expressed in terms of mean time between random failures)
 - (i) Component reliability.
 - (ii) Non-redundant channel reliability.
 - (iii) System reliability with non-redundant channels
 - (iv) Redundant channel reliability
 - (v) System reliability with redundant channel.
 - (b) Information to the maximum extent possible on system, components, hardware, etc., as follows:
 - (i) Breakdown of channels into components
 - (ii) Type of components, (i.e. electronic, electromechanical etc.)
 - (111) Status of component types.
 - (iv) Detailed switching configuration
 - (v) Component listing with individual weight bogey and weight status of selected components

STATEMENT OF WORK (Cont'd.)

- (vi) For each major package (i.e. control panel, calibrator, rate gyro, accelerometer package and surface actuators).
 - (aa) Space and Weight. Schematic of proposed packages.
 - (bb) Cooling requirements. Schematic of actuating servo showing heat input points and how heat sink is to be provided.
 - (cc) Confirmation of vibration requirements and acceleration levels.
 - (dd) Mounting provisions
 - (ee) Availability and test status of tentatively selected components
 - (ff) Estimated power requirements
 - (gg) Signal levels determined
 - (hh) Colloboration in functional design of longitudinal augmentation system
 - (ii) Colloboration in final specification
 - (jj) Testing philosophy
 - (i) Safety of flight test for equipment
 - (11) Reliability
 - (iii) Pre-flight ground tests
 - (iv) Plan for Sellers System tests
 - (kk) Maintenance philosophy
 - (i) Accessibility
 - (ii) In-flight trouble shooting
 - (iii) Ground Support Equipment
 - (iv) Ground test requirements = time, personnel, tests, etc.

STATEMENT OF WORK (Cont'd.)

- (B) Manufacture for use on bench test at Seller's plant the following:
 - (1) One (1) complete non-flyable system and one (1) set of four (4) non-flyable Tandem hydraulic cylinders.
- (6) Manufacture and deliver to Buyer the following:
 - (1) One (1) complete non-flyable system and one (1) set of four (4) non-flyable tandem hydraulic cylinders for use in conjunction with analog computer simulation.
 - (2) One (1) complete non-flyable system and one (1) set of four non-flyable tandem hydraulic cylinders for use in conjunction with ground test stand.
 - (3) Fifteen (15) complete flyable systems and fifteen (15) sets of four (4) each flyable tandem hydraulic cylinders.
- (D) Provide Engineering Liaison at Buyer's plant for twelve (12) months commencing June 1 1959.
- (E) Provide minimum engineering drawings and data as required by Buyer.
- (F) Buyer will require delivery of items called for herein as follows:

Item Reference	Description	Schedule
1. (B) 2. (C) (1) 3. (C) (2) 4. (C) (3)	Seller's Bench Test System and Cylinders Buyer's Analog Computing System Cylinders Buyer's Ground Test System and Cylinders One (1) Production System and Cylinders Two (2) Production Systems and Cylinders	Dec. 15, 1959 Jan. 15, 1960 Feb. 1, 1960 Aug. 1960 Sept. 1960 Oct. 1960 Nov. 1960 Dec. 1960
	Three (3) Production Systems & Cylinders Three (3) Production Systems and Cylinders Three (3) Production Systems & Cylinders	Jon. 1961 Feb. 1961 Mar. 1961

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